the instrument is void on its face. (Though this case is decided in the Federal Court, it is decided in accordance with the state law of Mississippi, and it is the point of state law which is here under consideration.)

The general rule of equity is that a court of equity will not entertain a suit to remove a cloud on title, cast by an instrument void on its face. *Washburn v. Burnham,* 63 N. Y. 132; *Patterson v. Simpson,* 145 Ala. 685. But there are some courts which hold contra to this, even though the deed is void on its face. See *Bishop v. Moorman,* 98 Ind. 1; 3 *Pomeroy's Equity,* sec. 1399; *Day Co. v. State,* 68 Tex. 527; *Mount v. McAulay,* 83 Pa. 529. Many courts hold, under statutes, that a bill will lie to remove a cloud on title, even though the instrument or deed be void on its face. *Kittle v. Bellegarde,* 86 Cal. 556; *Simmons v. Carlton,* 44 Fla. 719. So, too, if the deed is made a *prima facie* case for defendant, by an Act, though the deed is void on its face. *Scott v. Onderdonk,* 14 N. Y. 9.

EVIDENCE—PAROL—WRITTEN CONTRACT.—RUTHERFORD V. HOLBERT. 142 PAC. (OKLA.) 1099. When a written contract of sale has an express condition precedent, *held,* other conditions precedent may be shown by parol evidence.

The earliest case we have establishing that the terms of a written contract may not be varied by parol evidence is that of a sealed instrument. *Bresslau,* 546: "There is therefore no counterproof allowable against the statements of fact in a sealed document." This doctrine soon spread, until in 41 Edw. III, as Justice Holmes (Common Law, p. 262) says, "If a man said he was bound, he *was* bound." (Of course evidence of fraud was admissible; in 1371 (Y. B. 44 Ass. 30) a man escaped liability on a sealed instrument by showing that it had been incorrectly read to him.) This is the law to-day, of contracts in general. *Tripp v. Smith,* 168 N. Y. 655; *Merrigan v. Hall,* 175 Mass. 508; *Tuttle v. Burgett,* 53 Ohio St. 498; *Booth v. Hosckins,* 75 Cal. 271; as well as of contracts of sale; *New Idea Pattern Co. v. Whelan,* 75 Conn. 455; *Tichenor v. Newman,* 186 Ill. 264; *Fry v. National Glass Co.,* 207 Pa. St. 505. However, the distinction between integral parts of a contract and conditions precedent to the existence of a contract should be noted carefully. This was recognized as early as 1292. *Anon.* Yr. Bk. 20 Edw. I. 258 (Horwood's Ed.), in which evidence was admitted as showing that a claimant to land under a written contract had not satisfied an oral condition precedent made at the time of writing. Some jurisdictions have not appreciated the importance of the distinction. *Findley v. Means,* 71 Ark. 289; *Chattanooga, Rome and Columbus R. R. Co. v. Warthen,* 98 Ga. 599; *Beard v. Boylan,* 59 Conn. 181. But we find that the principal case is in accord with the majority of holdings on this point. *Pym v. Campbell,* 6 E. & B. 370; *Wilson v. Powers,* 131 Mass. 539; *Musser v. Musser,* 92 Neb. 387; *Alexander v. Righter,* 240 Pa. 22.

GAMBLING SLOT MACHINES—SUMMARY SEIZURE AS A MEASURE OF PREVENTATIVE JUSTICE.—SOPER ET AL. V. MICHAL, 91 ATL. (MD.) 684. In an action of replevin to recover from the police commissioners of Baltimore